

**FIRST AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT
[Maintenance Services for Steam Cleaning Services at Various Locations]**

THIS FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT (the “First Amendment to Contract”) is made and entered into as of _____, 2025 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and COMMON AREA MAINTENANCE SERVICES. INC., a California corporation, dba CAM PROPERTY SERVICES (“Contractor”), with reference to the following.

A. City and Contractor entered into a Maintenance Services Agreement (Agreement No.7379) dated as of June 14, 2022, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by extending the term and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3. **Term.** Pursuant to Section 10.a of the Original Agreement, the City hereby extends the Term of this Agreement to reflect the First Extension Term, commencing on July 1, 2025, and terminating on June 30, 2026.

Section 4. **Compensation.** Section 10.a of the Original Agreement is hereby amended to increase the total not-to-exceed compensation for the services to be rendered by FORTY-THREE THOUSAND TWO HUNDRED NINETY DOLLARS and 00/100 (\$43,290.00) and Sections 3.a and 3.c are hereby amended in their entirety to read as follows:

“a. Contractor agrees to receive and accept an amount not to exceed FORTY-THREE THOUSAND TWO HUNDRED NINETY DOLLARS and 00/100 (\$43,290.00) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the

Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.”

“c. The total amount of compensation under this Contract, including contingencies, shall not exceed FORTY-SEVEN THOUSAND SIX HUNDRED NINETEEN DOLLARS and 00/100 (\$47,619.00).”

Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

"CONTRACTOR"

"CITY"

COMMON AREA MAINTENANCE
SERVICES, INC., a California corporation,
Dba CAM PROPERTY SERVICES

CITY OF ORANGE, a municipal corporation

By: [Signature]
Printed Name: John Tott
Title: Account Manager

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:** If CONTRACTOR is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the
Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or
an Assistant Treasurer. If only one corporate officer exists or one corporate
officer holds more than one corporate office, please so indicate. OR
The corporate officer named in a corporate resolution as authorized to enter into
this Agreement. A copy of the corporate resolution, certified by the Secretary
close in time to the execution of the Agreement, must be provided to the City.

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EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

Scope of Work

Steam Cleaning of City Hardscaped Areas, Trash Containers, and Trash Enclosures

Steam cleaning/power washing services:

- (1) Old Towne Plaza Hardscapes: public sidewalks, quadrants, spoke streets
- (2) Plaza Park
- (3) Main Library walkways
- (4) Civic Center Terrazzo quad/walkways
- (5) Plaza public trash containers
- (6) City trash enclosures
- (7) Dog Park hardscape
- (8) Train Depot

SCOPE OF WORK

Power Washing/Steam Cleaning: Contractor shall provide the supervision, water, equipment, tools, labor, and materials to steam clean/power wash designated hardscape areas. The steam cleaning process shall remove gum, spills, dirt, spots, food, vomit, blood, oils, and grime from the designated areas to the satisfaction of the City inspector. In the case of hard to remove stains, the Contractor shall use an environmentally sensitive stain remover.

Any overspray onto private property/store fronts caused by the cleaning process and any debris (trash, cigarette butts, pine needles, etc.) washed into adjacent areas (street, parking areas, etc.) shall be removed prior to leaving the cleaned area. The contractor will be responsible for damages to sidewalks resulting from excessive water pressure, heat or improper cleaning techniques.

The cleaning of trash containers shall include steam cleaning the interior and exterior of the identified containers. Trash enclosure cleaning will include the moving of trash bins/grease containers to allow for the sweeping and disposal of trash and debris and the power washing to remove dirt, grime, and grease from the interior enclosure floor, interior walls and external concrete pad.

Frequencies/Timing: The Old Towne Plaza area will need to be steam cleaned weekly or monthly as outlined in exhibits A&B. Trash enclosures will be cleaned once a month. Trash receptacles will be cleaned on a quarterly basis. Surfaces shall be cleaned early Wednesday morning and finished no later than 4:00 AM. To allow for minimum disruption to the persons living and working in the area – see Exhibits for specific information. Work shall not start any earlier than 12:30 AM Wednesday mornings in the Plaza Area and adjacent streets, to include trash receptacles and enclosures. Exact times for cleaning of other areas shall be reviewed and approved by the City prior to start. Arrival and completion times shall be reported to the Water Department 24 hour hotline before and after completion of work for notification purposes. Photos must be taken of the areas that were cleaned and submitted to the City

inspector, no later than the day following any cleaning. The City may elect to delete/change service areas and change service frequencies as necessitated by available funding.

General locations and areas cleaned: Below are the general locations by category. Various exhibits provide more specific location information and measurements.

- (1) **Old Towne Plaza Hardscapes**
Steam clean and pressure wash all the sidewalks in the Plaza, including the spoke streets (Glassell and Chapman), dining areas, and Plaza quadrants as defined on area map, **Exhibit A**. Frequencies and square footage for each area are shown on **Exhibit B**.
- (2) **Plaza Park**
- (3) **Main Library Walkways**
Steam clean and pressure wash all the History Walk, fountain area, and public sidewalks surrounding the Main Library as defined on the Library Map on **Exhibit C**.
- (4) **Civic Center Terrazzo Quad/Walkways**
Steam clean and pressure wash the Terrazzo, quad and walkways at City Hall as defined on the Civic Center Map on **Exhibit D**.
- (5) **Plaza Public Trash Containers**
Steam clean the public trash containers within the Plaza Park, spoke streets, and plaza quadrants as shown on **Exhibit E**.
- (6) **City Trash Compactors**
Remove and dispose of debris within trash/grease enclosures and power wash the interior and exterior ground and walls, including the concrete slab. The locations of the existing enclosures are shown on **Exhibit F**.
- (7) **Dog Park Hardscape**
Steam clean and pressure wash all paved areas, fence/gate posts, and corners of the building and bottom two (2) feet of building walls as shown on **Exhibit G**.
- (8) **Train Depot**
Steam clean and pressure wash all concrete paving areas and sidewalks, Train Depot landings, upper and lower bridge crossings, Restaurant dumpster pad, and bus stop pick up zone as shown on **Exhibit H**.

ENVIRONMENTAL REQUIREMENTS

All wash water runoff must be bermed, reclaimed, and disposed of in the approved manner. By no means shall any cleaning waste water enter the storm drain inlets/system during or after the cleaning process.